

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

MICHAEL and BLANCA ELLIS,

Plaintiffs,

v.

HCC LIFE INSURANCE COMPANY

Defendant.

10462
Case No. 3AN-16-____ CI

COMPLAINT

COME NOW MICHAEL and BLANCA ELLIS, by and through their attorneys Ronald A. Offret of AGLIETTI OFFRET & WOOFER, and hereby states, claims, pleads, and alleges as their cause of action against defendant HHC LIFE INSURANCE COMPANY, the following;

1. Plaintiffs Michael and Blanca Ellis are and were residents of the State of Alaska, at all times pertinent hereto.
2. Defendant HCC LIFE INSURANCE COMPANY is an insurance company, licensed to do business in Alaska and at all times pertinent hereto was doing business in Alaska by selling/providing medical insurance policies to the residents of the State of Alaska.
3. On May 6, 2015 Plaintiff Blanca Ellis purchased a 6 month short term medical insurance plan issued by Defendant HCC LIFE INSURANCE COMPANY, effective May 7, 2015.
4. On May 27, 2015 Plaintiff Blanca Ellis was diagnosed with Lupus. This was the first ever diagnosis of Lupus or mention of Lupus applicable to Plaintiff Ellis.
5. Plaintiff Blanca Ellis was treated thereafter for Lupus, including hospitalization. The costs of treatment were submitted to Defendant HCC LIFE INSURANCE COMPANY for payment. Defendant HCC LIFE INSURANCE COMPANY refused and continues to refuse, to pay for the treatment being provided to Plaintiff Ellis and attempts to justify it's refusal by calling this a "pre-existing" condition.
6. Plaintiff Blanc Ellis has been treated for this condition and other related medical needs since May 27, 2015 and has submitted such costs to Defendant HCC LIFE INSURANCE

¹ Michael and Blanca Ellis v. HCC Life Insurance Company
Complaint

COMPANY who continues to wrongfully deny coverage, relying on a term of exclusion in the policy entitled "pre-existing" condition.

7. Plaintiff Blanca Ellis has suffered damages for non-payment of her medical treatment in an amount in excess of the jurisdictional requirements of this Court.

8. The failure of Defendant HCC LIFE INSURANCE COMPANY to pay for treatment of this condition has delayed treatment and caused Plaintiff Blanca Ellis to suffer enhanced physical and emotional damages for the time she went untreated.

9. Plaintiff Michael Ellis has suffered physical, mental and emotional damages in having to assist his wife in dealing with Defendant HCC LIFE INSURANCE COMPANY, in helping his wife obtain treatment for her condition, and watching her suffer as a result of none or delayed treatment causing her condition to worsen, and losing her companionship caused by this untreated condition.

BREACH OF CONTRACT

10. Plaintiffs re-alleges paragraphs 1 – 9 as if here fully set forth.

11. Plaintiffs Ellis entered into the medical insurance contract with Defendant HCC LIFE INSURANCE COMPANY for the purpose of obtaining financial coverage for medical treatment and conditions.

12. There existed a bargained for contractual benefit which Plaintiffs had reason to expect would be observed by Defendant in good faith.

13. Defendant's refusal to pay for Plaintiff Blanca Ellis medical treatment relating to Lupus, by wrongfully claiming it was a "pre-existing" condition, is a breach of contract, motivated by an improper or impermissible objective and was made in bad faith.

14. Expectation of benefits from the medical contract were relied upon by Plaintiff Blanca Ellis when she entered into this contract with Defendant

15. Defendant's bad-faith breach of contract, was coupled with the wrongful intent to deprive Plaintiff of the benefits of the agreement.

16. There existed a bargained for contractual benefit which Plaintiff had reason to expect would be observed by Defendant in good faith.

BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

17. Plaintiff re-alleges paragraphs 1-16 above as if here fully set forth.

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18. Defendant's wrongful breach of contract with Plaintiff violated the implied covenant of good faith and fair dealing found in every insurance contract in Alaska.

LOSS OF CONSORTIUM

19. Plaintiffs re-allege paragraphs 1- 18 above as if here fully set forth.

20. As a result of Defendants breach of contract and breach of the covenant of good faith and fair dealing, by its wrongful refusal to pay for medical benefits under the insurance contract for his wife, Plaintiff Michael Ellis, suffered physical, mental and emotional damage.

21. The damage to Plaintiff Michael Ellis is unknown at the moment but in an amount to be proven at trial.

PUNITIVE DAMAGES

22. Plaintiffs re-alleges paragraphs 1-21 above as if here fully set forth.

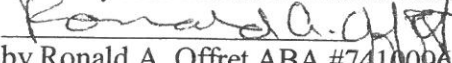
23. Plaintiffs are entitled to an award of punitive damages for the wrongful, reckless, willful and outrageous conduct by Defendant, for which punitive damages are warranted in an amount sufficient to punish the Defendant and deter it and/or others from such conduct in the future, in an amount to be proven at trial.

WHEREFORE, Plaintiffs Michael and Blanca Ellis pray for judgment against Defendant:

1. For Defendant's wrongful breach of contract;
2. For Defendant's breach of the implied covenant of good faith and fair dealing;
3. For damages to Plaintiff Michael Ellis for loss of consortium;
4. All of the above in an amount to be determined at trial and in excess of the jurisdictional levels of this court; and
5. For Punitive Damages in an amount to be proven at trial; and
6. For all costs, prejudgment interest, and attorneys fees caused by this action.

Dated at Anchorage, Alaska this 5 day of December, 2016.

AGLIETTI OFFRET and WOOFER
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by Ronald A. Offret ABA #7410096

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CASE DESCRIPTION – SUPERIOR COURT

Case Number: _____

Type of Action		For Court Use Only	
Check the box that best describes the case. Mark one box only. For district court cases, use form CIV-125D.		Case Type	Action Code
Tort			
<input type="checkbox"/> Wrongful Death		Civil Superior Court	CISPID
<input type="checkbox"/> Automobile Tort (But Not Wrongful Death)		Civil Superior Court	CISIDA
<input type="checkbox"/> Claim Against Owner of Real Property for Personal Injury		Civil Superior Court	CISPJO
<input type="checkbox"/> Product Liability		Civil Superior Court	CISPL
<input type="checkbox"/> Intentional Tort (e.g., assault, battery, vandalism)		Civil Superior Court	CISIT
<input type="checkbox"/> Slander/Libel/Defamation		Civil Superior Court	CISSLD
<input type="checkbox"/> Other Tort		Civil Superior Court	CISIDO
<input type="checkbox"/> Approval of Minor Settlement – Civil Petition <i>May also be filed as probate case.</i>		Superior Court Misc Petition	CISPET
Malpractice			
<input type="checkbox"/> Legal Malpractice		Civil Superior Court	CISLMP
<input type="checkbox"/> Medical Malpractice		Civil Superior Court	CISMMP
<input type="checkbox"/> Other Malpractice		Civil Superior Court	CISOMP
Foreign Judgment			
<input type="checkbox"/> Registration of Foreign Judgment – SEE DOMESTIC RELATIONS FOR FOREIGN SUPPORT/CUSTODY ORDERS		Foreign Judgment Superior Ct	CISFOJ
Other Civil			
<input type="checkbox"/> Election Contest or Recount Appeal		Civil Superior Court	CISELE
<input type="checkbox"/> Change of Name - Adult		Change of Name	CICON
<input type="checkbox"/> Change of Name - Minor		Change of Name	CICONM
<input type="checkbox"/> Confession of Judgment		Civil Superior Court	CISCONF
<input type="checkbox"/> Structured Settlement – AS 09.60.200		Superior Court Misc Petition	CISSS
<input type="checkbox"/> Administrative Agency Proceeding – Request for Court Assistance		Superior Court Misc Petition	CISWRNT
<input type="checkbox"/> Arbitration - Action Under Uniform Arbitration Act		Civil Superior Court	CISAP
<input type="checkbox"/> Fraud		Civil Superior Court	CISFRAUD
<input type="checkbox"/> Unfair Trade Practice and Consumer Protection		Civil Superior Court Clerk: Issue form CIV-128	CISUTP
<input type="checkbox"/> Writ of Habeas Corpus		Civil Superior Court	CIWHC
<input type="checkbox"/> Fish & Game - Abatement & Forfeiture of Equipment		Superior Court Misc Petition	CISAF
<input type="checkbox"/> Appointment of Trustee Counsel		Superior Court Misc Petition	CISTC
<input checked="" type="checkbox"/> Other Superior Court Complaint		Civil Superior Court	CISOCI
<input type="checkbox"/> Other Superior Court Petition		Superior Court Misc Petition	CISPET
Post-Conviction Relief to Superior Court			
<input type="checkbox"/> Post-Conviction Relief		Post-Conviction Relief-Sup Ct	CISPCR
Appeal to Superior Court - From Administrative Agency			
<input type="checkbox"/> Election Contest or Recount Appeal – SEE OTHER CIVIL			
<input type="checkbox"/> DMV Appeal		Appeal from Admin Agency	CIADDMV
<input type="checkbox"/> Employment Security Appeal		Appeal from Admin Agency	CIADRESA
<input type="checkbox"/> Administrative Agency Appeal - Other		Appeal from Admin Agency	CIADR
<input type="checkbox"/> CSSD License Review Action		Petition for Review or Relief	CICSED
<input type="checkbox"/> Petition for Review from Administrative Agency		Petition for Review or Relief	CIPRA
<input type="checkbox"/> Petition for Relief from Administrative Agency – AS 44.62.305		Petition for Review or Relief	CIPRLF
Appeal to Superior Court - From District Court			
<input type="checkbox"/> Civil or Small Claims Appeal		Appeal from District Court	CIACI
<input type="checkbox"/> Criminal Appeal		Appeal from District Court	CIACRM
<input type="checkbox"/> Minor Offense Appeal		Appeal from District Court	CIAMO
<input type="checkbox"/> Petition for Review from District Court		Petition for Review or Relief	CIPRD